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CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA, *ex rel.*

[UNDER SEAL]

Plaintiffs,

v.

[UNDER SEAL],

[UNDER SEAL],

[UNDER SEAL],

[UNDER SEAL],

[UNDER SEAL],

Defendants.

19-CV-00600 RSW
Case No. _____

FILE UNDER SEAL

**Complaint for violations of the False
Claims Act, 31 U.S.C. §§3729, et seq.; and
the Anti-Kickback Statute, 42 U.S.C. §
1320a-7b(b)**

COMPLAINT - 1

(NO. _____)

CONFIDENTIAL AND UNDER SEAL

BRESKIN | JOHNSON | TOWNSEND PLLC

1000 Second Avenue, Suite 3670
Seattle, Washington 98104 Tel: 206-652-8660

SEA095725

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,
ex rel. AHMED BASHIR,

Plaintiff,

v.

THE BOEING COMPANY,
100 North Riverside
Chicago, Illinois 60606,

Registered Agent:
Corporation Service Company
300 Deschutes Way SW, Ste. 304
Tumwater, WA 98501,

GDC TECHNICS, LTD.,
2060 Eagle Parkway
Fort Worth, TX 76177,

Registered Agent:
MAZAV Management LLC
607 N. Frank Luke Drive
San Antonio, TX 78226,

JERRY T. DUNMIRE,
1108 River Chase Drive
Edmond, OK 73025,

and

MOHAMMAD HAMAD A. AL ZEER,
1301 Throckmorton St., No. 2605,
Fort Worth, TX 76102,

Defendants.

19-CV-00600 RSM

Civil No. _____

COMPLAINT FOR
VIOLATIONS OF THE
FALSE CLAIMS ACT,
31 U.S.C. §§ 3729, *et seq.*; AND
FOR VIOLATIONS OF THE
ANTI-KICKBACK STATUTE,
42 U.S.C §1320a-7b(b)

FILED UNDER SEAL

JURY TRIAL DEMANDED

COMPLAINT - 2

(NO. _____)

CONFIDENTIAL AND UNDER SEAL

BRESKIN | JOHNSON | TOWNSEND ^{PLLC}

1000 Second Avenue, Suite 3670
Seattle, Washington 98104 Tel: 206-652-8660

INTRODUCTION

1. Relator Ahmed Bashir, individually and on behalf of the United States of America, brings this action against Defendants The Boeing Company, GDC Technics, Ltd., Jerry T. Dunmire, and Mohammad Hamad A. Al Zeer for violations of the False Claims Act, 31 U.S.C. §§ 3729, *et seq.* (“FCA”), and the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (“AKS”).

2. Kickbacks to subcontractors are also prohibited by the Code of Federal Regulations, under which all contracts relevant to this action are governed. 48 C.F.R. § 3.502-

2. This section prohibits “providing, attempting to provide, or offering to provide any kickback” and “soliciting, accepting, or attempting to accept any kickbacks.”

3. Defendants engaged in a kickback scheme wherein Dunmire, acting as Boeing’s agent, received kickbacks from GDC and Al Zeer, which motivated Dunmire to improperly and illegally steer subcontracts to GDC arising out of United States services and materials contracts entered into with Boeing.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 31 U.S.C. § 3732(a).

5. This Court has jurisdiction over Defendants pursuant to 31 U.S.C. § 3732(a) because Defendants do business in Washington and have entered into contracts with the United States in Washington. As a result, Defendants committed acts proscribed by 42 U.S.C. § 1320a-7b and 31 U.S.C. § 3729 in this judicial district.

6. Venue in this judicial district and division is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims herein occurred in this judicial district.

7. Venue in this judicial district and division is also proper pursuant to 28 U.S.C. § 1391(b)(1) because Defendants have extensive and deliberate contacts in this judicial district.

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2 8. None of the allegations set forth in this Complaint have been “publicly
3 disclosed,” or are substantially the same as allegations that have been “publicly disclosed,” as
4 that phrase is used in 31 U.S.C. § 3730(e)(4)(A).

5 **PARTIES**

6 9. Relator Bashir is a Texas resident and U.S. citizen. Bashir is the owner and
7 founder of Emerald Aerospace, LLC, a Kansas limited liability company, and serves as its
8 chairman and chief executive officer. Bashir has more than 25 years’ experience as an
9 executive in the defense contracting industry, with a particular focus on aviation projects.

10 10. Defendant Boeing Company is a publicly traded aerospace company
11 headquartered in Chicago, Illinois, and incorporated in Delaware.

12 11. Defendant Dunmire is a resident of the State of Texas and is a United States
13 citizen. Dunmire previously served as Boeing’s program manager in charge of all head-of-state
14 aircraft, which included both domestic (Presidential Fleet) and international head-of-state
15 aircraft. Dunmire currently serves as Boeing’s program manager for the VC fleet (US
16 Presidential Fleet aircraft).

17 12. Defendant Al Zeer is a citizen of Saudi Arabia and resides part time in the State
18 of Texas. He is a Saudi-Arabian businessman who is the majority shareholder in MAZ Aviation
19 Consulting. MAZ Aviation Consulting, along with SAAV Completion LLC, acquired Gore
20 Design Completions in 2013, which was later incorporated in Texas as GDC Technics, Ltd.

21 13. Defendant GDC Technics, Ltd. is a Texas corporation that specializes in
22 customizing passenger and executive jets for the use of heads of state and similar clients, and
23 Al Zeer is GDC Technics, Ltd.’s general partner. Boeing (prime contractor) has repeatedly
24 hired GDC (a subcontractor) to work on various contracts for the Indian and U.S. governments.
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FACTUAL ALLEGATIONS

Factual Background

14. The Boeing VC-25 is a military version of the Boeing 747 airliner, modified for presidential transport and operated by the United States Air Force as Air Force One, the call sign of any U.S. Air Force aircraft carrying the President of the United States.

15. The current VC-25A Presidential Fleet aircraft are aging and have become less cost-effective to operate. In or around 2014 or 2015, Dunmire, who was Boeing's director leading the VC-25 support program in San Antonio, Texas, met Al Zeer.

Al Zeer and GDC Technics, Ltd.

16. The Saudi Arabian Ministry of Finance owns 80% of GDC Technics, Ltd., and Al Zeer's company, MAZ Aviation Consulting, owns the remaining 20%. GDC Technics, Ltd. performs services in the niche market of furnishing and installing accommodations and communications equipment in large U.S. and foreign government planes. By way of background, when Boeing or Airbus produces one of these planes, it can fly but it is not furnished, and so the manufacturer contracts out the installation of conference rooms, showers, bedrooms, cabinets, etc., to subcontractors such as GDC Technics, Ltd. who retrofit the planes.

17. GDC Engineering is the "sister company" of GDC Technics. GDC Engineering manages "devoted engineering hubs to support GDC Technic's VIP completions." GDC Engineering consists of two facilities: one in Bournemouth, United Kingdom and one in Munich, Germany. GDC Engineering is owned by Al Zeer, who is listed as a director on the business filings in United Kingdom.

Boeing enters into a Subcontract with GDC to Perform Services in the VC-25 program.

18. After meeting with Al Zeer in or around late 2014 or early 2015, Dunmire steered Boeing to select Al Zeer's GDC Technics, Ltd. to perform maintenance on, and upgrades to, the Air Force One fleet during the Obama administration. Al Zeer's GDC Technics, Ltd. earned approximately \$5-10 million through this contract, where its work

1
2 included the re-surfacing of wood monuments and providing labor for uninstall and install of
3 the monuments on the aircraft (other companies were involved on different aspects to
4 retrofitting the aircraft).

5 19. Boeing received other viable bids for the VC-25 program. For example, Emerald
6 Aerospace provided lower rates for similar services offered by GDC Technics, Ltd. Emerald
7 Aerospace also offered qualified technicians with prior experience on the VC-25 aircraft and
8 the required clearances for access.

9 20. Despite verbal representations to Bashir from the Boeing team evaluating bids
10 for the VC-25 program that Emerald Aerospace's personnel was necessary for the project, the
11 project was awarded to GDC Technics, Ltd.

12 **Boeing Initiates the PAR Program**

13 21. On or about May 10, 2016, the United States Air Force posted online an
14 amendment to its Air Force One contract authorizing Boeing to begin preliminary design
15 activities for new aircraft, thus initiating the Presidential Aircraft Recapitalization Program
16 ("PAR") VC-25B.

17 22. On or about July 15, 2016, Boeing received a second tranche of pre-engineering
18 and manufacturing development (EMD) risk-reduction funding to address "system
19 specification, the environmental control system, the aircraft interior, the electrical and power
20 system and sustainment and maintenance approaches."

21 23. Around this time in 2016, Dunmire oversaw all head-of-state aircraft for Boeing,
22 which included both domestic (Presidential Fleet) and international head-of-state aircraft.
23 Boeing moved Dunmire to San Antonio in the latter part of 2016 to serve as its Program
24 Manager for the VC fleet only (US Presidential Fleet aircraft).

25 24. On or about August 1, 2017, Defense One, Atlantic Media's Defense and
26 National Security online periodical, reported that in an effort to pay less for the replacement
27 program, the U.S. Air Force entered into a contract to purchase two of a bankrupt customer's

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2 undelivered 747-8 Intercontinental aircrafts from Boeing, which was storing the aircraft in the
3 Mojave Desert to prevent corrosion. These aircraft were to be retrofitted with
4 telecommunications and security equipment to bring them to the security level required for the
5 presidential aircraft. On or about February 27, 2018, the White House announced a \$3.9 billion
6 agreement with Boeing to modify these two 747-8s to replace the current VC-25A fleet. The
7 new aircraft will be designated VC-25B, and they are due to be delivered by 2024.

8 25. Initially, the VC-25 program suffered from mismanagement. The
9 mismanagement of the project harmed Dunmire's reputation at the time and he briefly
10 considered retiring from Boeing as a result. Shortly after it became clear that Dunmire was
11 mishandling the VC-25 program, Dunmire approached GDC Technics, Ltd. and asked them to
12 bid on the contract. Dunmire met with GDC's CEO at the time, Shabbir Pirmohamed and told
13 Pirmohamed what steps GDC had to take if it wanted to win the contract.

14 26. Dunmire also provided Pirmohamed a printout of the precise security standards
15 GDC Technics, Ltd. would need to meet for the contract. Pirmohamed then reoriented GDC in
16 order to ensure compliance with the security standards and complete a bid for the VC-25
17 contract.

18 27. GDC Technics Ltd. was ultimately awarded the VC-25 contract by Boeing.

19 **GDC Technics, Ltd.'s Competency and Financial Woes**

20 28. In or about 2013, the Saudi Arabian Ministry of Finance began entering into
21 contracts with GDC Technics, Ltd. to work on its government aircraft interiors. However, after
22 GDC Technics, Ltd. worked on the project for a period of time, GDC Technics, Ltd. was so far
23 behind on the project that in or about the fall of 2016 the Saudi Arabian Ministry of Finance
24 began recording the additional funding being provided to GDC Technics, Ltd. as loans. In the
25 summer of 2017, the Saudi Arabian Ministry of Finance brought in auditors to evaluate the
26 company. The total loan amount to GDC Technics, Ltd. as of December 2017 was \$156.5
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2 million. Following the audit, the Ministry of Finance installed one auditor to permanently
3 control GDC Technics, Ltd.'s financials.

4 29. In late 2017, the Saudi Arabian government directed GDC Technics, Ltd. not to
5 take on any new business because it was failing to complete projects for the Saudi government
6 and was losing money. Dunmire was aware of this directive for GDC Technics Ltd. to not take
7 on more business, but nevertheless in or about December 2017, as the result of Dunmire's
8 efforts, Boeing awarded GDC, a new task order for the VC-25 program.

9 **Dunmire Pushes Boeing Subcontracts to GDC Technics, Ltd. Despite Its Problems**

10 30. The Indian Head-of-State program was a project for the Indian government, and
11 the scope of the work was for the interior completion of two (2) new Indian Head of State
12 Boeing 777-300 ER aircraft.

13 31. Emerald Aerospace, LLC in Wichita, Kansas is a competitor of GDC Technics,
14 Ltd., and Bashir is its chairman and CEO. In or about December 2016, Boeing's Oklahoma
15 City office invited Emerald Aerospace to bid on the India Head-of-State program, and shortly
16 thereafter Boeing's Oklahoma City team, specifically Mukesh Luhar (Program Manager,
17 International Head of State program), began reporting pressure from Dunmire to consider GDC
18 Technics, Ltd. favorably and make a selection in favor of GDC Technics, Ltd.

19 32. Specifically, Dunmire instructed the Boeing team that GDC Technics, Ltd.
20 should win the contract at "all costs", and that GDC Technics, Ltd. was backed and funded by
21 the Saudi Arabian Ministry of finance, which made it the most financially sound company for
22 the project. As the head of the Boeing's presidential fleet project and Luhar's boss, Dunmire
23 knew he had the ability to sway the decision in GDC Technic, Ltd.'s favor.

24 33. Emerald Aerospace, LLC teamed with Associated Air Center to bid on the
25 project in 2017. Subsequently, during the re-bid in early 2018, Emerald Aerospace submitted
26 its proposal response independently and bid approximately \$56 million, and GDC Technics,
27

1
2 Ltd. bid approximately \$60 million. As the result of Dunmire's efforts Boeing awarded GDC
3 Technics, Ltd. the subcontract.

4 34. The India BBJ project was another project for the Indian government, this time
5 to work on three existing Indian Head-of-State aircrafts. In November 2017, GDC Technics,
6 Ltd. bid approximately \$17 million, and Emerald submitted a bid of about \$11.5 million to
7 complete the work. The Boeing Oklahoma City team considered Emerald the "best value" for
8 the program. Luhar relayed this information to Bashir via phone conversation.

9 35. In or about November or December 2017, Dr. Fahad Al Humaidah, advisor to
10 the Saudi Arabian Minister of Finance, and chairman of the board of directors of GDC
11 Technics Ltd., sent an email to its board instructing that "GDC is not to pursue any new
12 business and not to accept any new business." GDC Technic, Ltd.'s CEO, Shabbir
13 Pirmohamed, was copied on the email.

14 36. In or about December 2017, GDC Technics, Ltd.'s acting CEO, Richard
15 Francey, told Dunmire that GDC was not to pursue or accept any new business. Despite this
16 instruction, Dunmire directed GDC Technics, Ltd. to submit a Request for Proposal response
17 for Boeing's Indian Head-of-State program. Dunmire also subsequently awarded GDC
18 Technics, Ltd. a new work order under the VC-25 program. Additionally, Al Zeer directed
19 GDC Technics, Ltd. to continue pursuing Boeing's Indian Head of State program and the PAR
20 program bids.

21 37. Thereafter, Al Zeer signed a memorandum of understanding/letter of intent with
22 Boeing for both the PAR and India Head-of-State programs, despite not having permission to
23 sign these agreements. The Saudi Arabian Ministry of Finance had formally instructed Al Zeer
24 not to sign any more agreements.

25 38. In January 2018, Boeing's Oklahoma City Office re-released the India Head-of-
26 State program request for proposal (RFP), but GDC Technics, Ltd. was not included in this
27 release. Within a week, Boeing's Oklahoma City team privately began receiving pressure from

1
2 Dunmire to add GDC Technics, Ltd. to the bid list and to consider GDC Technics, Ltd.'s
3 proposal favorably. Boeing added GDC Technics, Ltd. to the bidders list approximately a
4 week following release of the RFP, and thereafter GDC Technics, Ltd. submitted a proposal.

5 39. Pirmohamed worked heavily on the proposal. He also drafted the scope of work
6 that Boeing eventually adopted as the project requirement.

7 40. In March 2018, Boeing Head-of-State program team declared that Emerald's bid
8 was judged as "best technical, best price and lowest execution risk." Later that month,
9 Boeing's team met with GDC Technics, Ltd. and Emerald, the two finalists on the program. A
10 customer from the Saudi Arabian royal family called into the meeting and endorsed Emerald,
11 and in response Boeing was impressed and said it was a tremendous endorsement.

12 41. In early March 2018, Boeing found that Emerald did not meet its financial
13 review. Although Boeing could exercise the option to provide a waiver for Emerald, Dunmire
14 directed Supplier Management to refuse to request the waiver. Later, Dunmire notified Boeing
15 of a \$73,000 wage lawsuit by Emerald employees in an effort to further undermine Emerald.
16 Due to Emerald's failure to meet Boeing's financial review, Emerald was asked by to provide a
17 letter of financial backing. In response Emerald provided additional evidence of financial
18 backing from large billion-dollar companies, and Dunmire intervened again saying that
19 "anyone can write a letter" and "this doesn't mean anything."

20 42. Meanwhile, Boeing helped GDC Technics, Ltd. pass its financial review
21 process, and in late March 2018, Boeing entered into contract negotiations with GDC Technics,
22 Ltd., with Dunmire actively involved in supporting GDC. As a result, GDC won the India Head
23 of State contract but is now struggling to complete this program.

24 **Dunmire Pushes Boeing PAR Subcontracts to GDC Technics, Ltd. Despite Its Problems**

25 43. In 2017 and 2018, Dunmire helped GDC Technics, Ltd. secure a subcontract
26 performing services on the United States' government's PAR contract through his dealings
27 with the Air Force 89th squadron even though Dunmire has no involvement with PAR.

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2 44. Dunmire promoted GDC Technics, Ltd. to Air Force and White House officials,
3 made introductions and took the officials for visits to GDC's facilities.

4 45. Dunmire also touted GDC Technics, Ltd. as an outstanding supplier and helped
5 GDC Technics, Ltd. pass the financial review process for PAR, acting as a liaison. As the
6 result of Dunmire's lobbying efforts on GDC Technics, Ltd.'s behalf, Boeing's PAR
7 subcontract was awarded to GDC Technics, Ltd. even though its \$210 million-dollar bid was
8 neither the lowest bid nor was GDC Technics, Ltd. the most qualified contractor bidding on the
9 contract.

10 46. During the bidding process, GDC Technics, Ltd. represented to Boeing that it
11 had enough money in the bank to finance the project despite the Saudi Ministry of Finance
12 stating it would not help bankroll GDC Technics, Ltd.'s participation. GDC Technics, Ltd.
13 claimed it had money coming from other projects. However, it was an open secret that the other
14 projects GDC Technics, Ltd. was referencing would never come to fruition. It was also well
15 known that GDC Technics, Ltd. did not have the financing to complete the project at the time
16 of the bidding process.

17 47. GDC Technics, Ltd. would have failed a financial audit if Boeing had performed
18 one. However, Dunmire influenced Boeing's process to not require an audit of GDC Technics,
19 Ltd. This is contrary to Dunmire's actions with regard to Emerald's bid for the India Head of
20 State contract.

21 48. Boeing accepted GDC Technics, Ltd.'s explanation for its poor financial outlook
22 at face value, not requiring an in-depth audit, and eventually awarded the PAR contract to GDC
23 Technics Ltd. Boeing awarded the contract even without financial guarantees or requirement
24 that GDC Technics Ltd. enter into a performance bond for the \$250 million valuation of the
25 project, which would have been standard given the size of the contract and GDC Technic Ltd.'s
26 financial outlook.
27

1
2 49. The other competitors for the PAR contract were Greenpoint and L3. Both
3 companies were capable of passing a financial audit and performed reliable and high-quality
4 work.

5 50. Dunmire subsequently attended meetings between the Air Force and GDC
6 Technics, Ltd. representatives throughout the work on the PAR project.

7 **Dunmire's Inexplicable Motivation for Pushing Subcontracts to GDC Technics, Ltd.**

8 51. In 2017 and 2018, Dunmire helped GDC Technics, Ltd. secure Boeing's PAR
9 contract even though its \$210 million-dollar bid was neither the lowest bid, nor was GDC
10 Technics, Ltd. the most qualified contractor bidding on the contract. Dunmire facilitated GDC
11 Technics, Ltd.'s success in securing the PAR subcontract even though Dunmire has no
12 involvement with PAR. Dunmire accomplished this through exerting pressure on Boeing staff
13 who considered the proposals and ultimately made the subcontract award decision.

14 52. Accordingly, upon information and belief Dunmire is receiving compensation
15 and promises of future compensation from GDC Technics, Ltd. and Al Zeer to secure new
16 business for GDC Technics, Ltd. even when it is neither the lowest bid nor was the most
17 qualified contractor bidding on the contract.

18 53. For example, in July 2017, Dunmire sold his house, located in Edmond,
19 Oklahoma, for \$450,000. Dunmire then bought a house in New Hampton, New Hampshire for
20 \$730,000 in August 2017. Neither Dunmire nor his wife owns any other houses.

21 54. Dunmire also worked in concert with Tim Bartlett and Justin Utz. Bartlett and
22 Utz are partners of Rubix Ventures, which is a consulting firm. Bartlett and Utz are also friends
23 and trusted confidants of Al Zeer.

24 55. Al Zeer, as a foreign national, is not permitted to sit in on certain security
25 briefings related to the work on U.S. airplanes. If Al Zeer, or any other individual who does not
26 hold U.S. citizenship, is made aware of any protected sensitive security information (SSI),
27 GDC will lose its contacts. The prime contractor, Boeing, could also face consequences. *See*

1
2 Department of Homeland Security Management Directive 11056.1; *see also* 32 C.F.R. §
3 154.16(c)(1) (stating that non-U.S. citizens are not eligible for security clearances). In the
4 context of the PAR and VC-25 programs, the SSI was related to tactical data on the aircraft that
5 was essential to U.S. military security.

6 56. Bartlett and Utz frequently sit in on meetings between U.S. military personnel
7 and Boeing representatives as Al Zeer's "eyes and ears" on all aspects of the PAR project.
8 Despite being consultants, Al Zeer allows Utz and Bartlett full access to GDC Technics, Ltd
9 projects and facilities. Utz and Bartlett even have decision-making power to overrule GDC
10 Technics, Ltd site managers. Pirmohamed believes Bartlett and Utz have passed SSI to Al Zeer
11 in the past.

12 57. Al Zeer awarded Utz and Bartlett a commission in excess of \$1 million for their
13 help in leasing of hangar space at Fort Worth Alliance airport.

14 58. This commission amount is unprecedented in the industry.

15 59. Utz and Bartlett are also friends with Dunmire. Pirmohamed believes that Utz
16 and Bartlett relayed a promise of future employment to Dunmire in exchange for a position
17 within MAZ Aviation and Consulting after his retirement from Boeing.

18 **Bashir Faces Retaliation**

19 60. Bashir is a contractor whose primary business comes from being the
20 subcontractor on aviation projects. Boeing is frequently the primary contractor on aviation
21 projects.

22 61. In April 2018, Bashir filed a complaint with Boeing's Ethics Department. He
23 provided a detailed timeline of the bids for PAR, the Indian Head of State Program, and the
24 VC-25 program and a description of Dunmire's involvement and influence in funneling the
25 contracts to GDC Technics, Ltd.

26 62. Bashir has had several conversations with Boeing's ethics counsel.
27

63. Despite representations from Boeing that it is investigating Bashir's claims, no action has been taken or report issued to Bashir.

64. Bashir and Emerald Aerospace have not been awarded a Boeing contract since Bashir filed the ethics complaint against Dunmire.

COUNT I
Defendants Knowingly Caused to be Presented False or Fraudulent
Claims for Payment in Violation of 31 U.S.C. § 3729(a)(1)(A)
(Against All Defendants)

65. Relator Bashir realleges and incorporates the allegations set forth above as though fully alleged herein.

66. The False Claims Act imposes civil liability on any person who "knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval." 31 U.S.C. § 3729(a)(1)(A).

67. The Anti-Kickback Statute deems a claim that results from an unlawful kickback to be a violation of 31 U.S.C. § 3729(a), providing that "a claim that includes items or services resulting from a violation of this section [42 U.S.C. § 1320a-7b] constitutes a false or fraudulent claim for purposes of subchapter III of chapter 37 of Title 31." 42 U.S.C. § 1320a-7b(g).

68. Defendants knowingly caused false or fraudulent claims for payment to be presented to the United States when in 2017 and 2018, when for illegal consideration Dunmire helped GDC Technics, Ltd. secure Boeing's PAR subcontract even though its \$210 million-dollar bid was neither the lowest bid nor was it the most qualified contractor bidding on the contract.

69. Dunmire facilitated GDC Technics, Ltd.'s success in securing the PAR subcontract even though Dunmire has no involvement with PAR. Accordingly, upon

1 information and belief Dunmire is receiving compensation from GDC Technics, Ltd. and Al
 2 Zeer to secure new business for it even when it is neither the lowest bid nor was it the most
 3 qualified contractor bidding on the contract.
 4

5 70. Under 42 U.S.C. § 1320a-7b(g), these claims were false or fraudulent because
 6 they included items or services resulting from a violation of 42 U.S.C. § 1320a-7b(b).
 7

8 71. Defendants knew that the above-mentioned claims for payment that were
 9 presented to the United States were false or fraudulent because Defendants knew that the PAR
 10 subcontract was entered into as illegal consideration Al Zeer and GDC Technics, Ltd. paid to
 11 Dunmire and Boeing.

12 72. Defendants' knowledge of the kickback scheme alleged herein is attributable to
 13 Defendants because each of these individuals and companies knew that Al Zeer and GDC
 14 Technics, Ltd. paid to Dunmire and Boeing kickbacks with an intent to benefit themselves at
 15 the expense of the United States government.
 16

17 **COUNT II**
 18 **Defendants Knowingly Caused to be Made or Used A False Record Material to a False or**
 19 **Fraudulent Claim in Violation of 31 U.S.C. § 3729(a)(1)(B)**
 20 **(Against All Defendants)**

21 73. Relator Bashir realleges and incorporates the allegations set forth above as
 22 though fully alleged herein.
 23

24 74. The False Claims Act imposes civil liability on any person who "knowingly
 25 presents, or causes to be presented, a false or fraudulent claim for payment or approval." 31
 26 U.S.C. § 3729(a)(1)(A).
 27

75. The Anti-Kickback Statute deems a claim that results from an unlawful
 kickback to be a violation of 31 U.S.C. § 3729(a), providing that "a claim that includes items or
 services resulting from a violation of this section [42 U.S.C. § 1320a-7b] constitutes a false or

1 fraudulent claim for purposes of subchapter III of chapter 37 of Title 31.” 42 U.S.C. § 1320a-
2 7b(g).

3
4 76. Defendants knowingly used a false record material to a fraudulent claim when in
5 2017 and 2018, Dunmire helped GDC Technics, Ltd. secure Boeing’s PAR subcontract even
6 though its \$210 million-dollar bid was neither the lowest bid nor was it the most qualified
7 contractor bidding on the contract.

8
9 77. Dunmire facilitated GDC Technics, Ltd.’s success in securing the PAR
10 subcontract even though Dunmire has no involvement with PAR. Accordingly, upon
11 information and belief Dunmire is receiving compensation from GDC Technics, Ltd. and Al
12 Zeer to secure new business for it even when it is neither the lowest bid nor was it the most
13 qualified contractor bidding on the contract.

14 78. Under 42 U.S.C. § 1320a-7b(g), these records were materially false or
15 fraudulent because they included items or services resulting from a violation of 42 U.S.C. §
16 1320a-7b(b).

17
18 79. Defendants knew that the above-mentioned claims for payment that were
19 presented to the United States were materially false or fraudulent because Defendants knew
20 that the PAR subcontract was entered into as illegal consideration Al Zeer and GDC Technics,
21 Ltd. paid to Dunmire and Boeing.

22 80. Defendants’ knowledge of the kickback scheme alleged herein is attributable to
23 Defendants because each of these individuals and companies knew that Al Zeer and GDC
24 Technics, Ltd. paid to Dunmire and Boeing kickbacks with an intent to benefit themselves at
25 the expense of the United States government.
26
27

COUNT III
**Defendants Knowingly Conspired to Present False
or Fraudulent Claims in Violation of 31 U.S.C. § 3729(a)(1)(C)
(Against All Defendants)**

81. Bashir realleges and incorporates the allegations set forth above as though fully alleged herein.

82. Defendants knowingly conspired to present false or fraudulent claims for payment to the United States when Defendants knowingly caused false or fraudulent claims for payment to be presented to the United States when in 2017 and 2018, Dunmire helped GDC Technics, Ltd. secure Boeing's PAR subcontract even though its \$210 million dollar bid was neither the lowest bid nor was it the most qualified contractor bidding on the contract.

83. This scheme violated 42 U.S.C. § 1320a-7b(b), which provides for criminal penalties, and thus constituted an agreement to violate a federal criminal statute.

84. Defendants knowingly and voluntarily participated in this kickback scheme, as shown by each of these individuals and companies being aware that Al Zeer and GDC Technics, Ltd. paid to Dunmire and Boeing kickbacks with an intent to benefit themselves at the expense of the United States government.

85. Defendants committed overt acts in furtherance of this conspiracy, including Dunmire's helping GDC Technics, Ltd. secure Boeing's PAR subcontract even though its \$210 million-dollar bid was neither the lowest bid nor was it the most qualified contractor bidding on the contract.

COUNT VI
**Violation of The Anti-Kickback Statute, 42 U.S.C. §1320a-7b(b)
(against All Defendants)**

86. Relator re-alleges and incorporates the allegations set forth above as though fully alleged herein.

1
2 87. The Anti-Kickback Statute, in part, prohibits anyone from knowingly and
3 willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate)
4 directly or indirectly, overtly or covertly, in return for referring an individual to a person for the
5 furnishing or arranging for the furnishing of any item or service for which payment may be
6 made in whole or in part under a Federal health care program. 42 U.S.C. § 1320a-7b(b).

7
8 88. Defendants maintain an illegal financial relationship between Dunmire and
9 Boeing, and the GDC Technic, Ltd.'s management.

10 89. Defendants maintain an illegal financial relationship between GDC Technic,
11 Ltd.'s management and Justin Utz and Tim Bartlett of Rubix Ventures.

12 90. Defendants GDC Technic, Ltd. Provide incentives to Dunmire and Boeing in
13 exchange for receiving contracts.

14 91. Defendants' actions have led to the federal government for paying for work that
15 is unnecessary and fraudulently solicited.

16
17 92. The United States of America has been damaged by all of the aforementioned
18 misrepresentations and failures to comply with requisite laws and regulations in an as of yet
19 undetermined amount.

20 **COUNT V**
21 **Retaliation against Bashir in Violation of the False Claims Act, 31 U.S.C. § 3730(h)**
(Against Defendants Boeing and Dunmire)

22 93. Relator Bashir re-alleges and incorporates the allegations set forth above as
23 through fully alleged herein.

24 94. Bashir was an "employee" or in the alternative a "contractor" of Defendant
25 Boeing and Defendant Boeing was an "employer" as the terms are defined by the False Claims
26 Act.
27

1
2 95. Defendants illegally retaliated against Bashir by refusing to legitimately
3 consider his bids for contracts following Bashir's disclosures to the Boeing Ethics Department.

4 96. Bashir engaged in protected activity when he disclosed ethical violations by
5 Dunmire to the Boeing Ethics Department and when he spoke with Boeing's Ethics counsel
6 regarding those violations.

7 97. Defendants, knowing that Bashir was engaging in protected activity, consciously
8 stopped considering Bashir's proposals and bids for contracts with Boeing.
9

10 98. The temporal proximity between Bashir's disclosures and Boeing's decision to
11 refuse his proposals and bids for contracts is strongly suggestive of causation.

12 99. To redress the harms he suffered as a result of the acts and conduct of
13 defendants in violation of 31 U.S.C. § 3730(h), Bashir is entitled to damages including two
14 times the amount of back pay, interest on back pay, and compensation for any special damages,
15 including emotional distress and any other damages available by law including litigation costs
16 and reasonable attorneys' fees.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, as to all claims brought by Relator Ahmed Bashir on behalf of and in
19 the name of the United States of America, Relator prays that judgment be entered against all
20 Defendants as follows:

21 (a) In favor of the United States and against Defendants for treble damages to the federal
22 government from the submission of false or fraudulent claims, and the maximum civil
23 penalties for each violation of the False Claims Act;

24 (b) In favor of the United States and against Defendants for the maximum civil penalties for
25 each violation of 42 U.S.C. § 1320a-7b(b), as provided for by 42 U.S.C. § 1320a-7a;
26
27

- 1
2 (c) In favor of Relator Bashir for the maximum amount pursuant to 31 U.S.C. § 3730(d) to
3 include reasonable expenses, attorney fees, and costs incurred by him;
4 (d) In favor of Relator Bashir for all compensatory and punitive damages, including
5 damages for pain and suffering and loss of reputation, back pay, interest, and attorneys'
6 fees and costs to which he is entitled pursuant to 31 U.S.C. § 3730(h);
7
8 (e) For all costs incurred as a result of maintaining this civil action; and
9 (f) For such other and further relief as this Court deems just and proper.

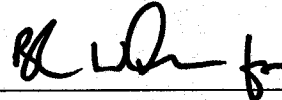
10 **DEMAND FOR JURY TRIAL**

11 Bashir demands a jury for all claims triable by a jury.

12 Dated this 23rd day of April, 2019.

13 

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COMPLAINT - 20

(NO. _____)

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COMPLAINT - 21

(NO. _____)

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